

AGREEMENT

by and between

THE COMMONWEALTH OF MASSACHUSETTS

Acting by and through

THE DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

and

THE BOSTON REDEVELOPMENT AUTHORITY

Relative to

THE ROXBURY HERITAGE STATE PARK

John Eliot Square

Agreement entered into this day of , 1986 by
and between the Commonwealth of Massachusetts, acting by and through the
Department of Environmental Management, hereinafter referred to as "DEM",
pursuant to chapters 21 and 132A of the General Laws, as amended, chapter
798 of the Acts of 1979, as amended, chapter 512 of the Acts of 1980, as
amended, and by chapter 723 of the Acts of 1983, as amended, and Boston
Redevelopment Authority, hereinafter referred to as the "BRA" pursuant to
a vote of its Board dated

WHEREAS, DEM is authorized to develop a Heritage State Park in the
Roxbury Area of the City of Boston;

WHEREAS, DEM has committed up to \$4,600,000.00 of Heritage State
Park Funds for the establishment of such a park in Roxbury;

WHEREAS, DEM, in consultation with the Heritage State Park Advisory Committee, herinafter referred to as the "ADVISORY COMMITTEE", have designated the property shown on the plan attached hereto and incorporated herein by reference, Exhibit A, hereinafter referred to as the "PREMISES", as a primary node of the Roxbury Heritage State Park;

WHEREAS, the City of Boston has designated _____ as an urban renewal area, subject to the jurisdiction of the BRA, and subject to an urban renewal plan;

WHEREAS, the PREMISES are within said _____ urban renewal area;

WHEREAS, the BRA has the authority to designate the use of the PREMISES and to transfer ownership of such parcels to other public agencies or private persons;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein and for other good and valuable consideration, the parties hereto mutually covenant and agree as follows:

The BRA hereby designates the PREMISES for use by DEM for the Roxbury Heritage State Park.

The BRA agrees to assemble all parcels within the PREMISES by:

- a. acquiring title in fee to parcels 3335 and 3333 held by the Real Property Division of the City of Boston;

parcels as public ways pursuant to Chapter 41 of the General Laws.

The BRA agrees to convey a leasehold interest for 99 (ninety-nine) years in the PREMISES to the Commonwealth of Massachusetts, acting through its Department of Environmental Management, free from all encumbrances, except provisions of existing building and zoning laws. The leasehold interest shall be detailed in a lease agreement executed by all parties. DEM agrees to obtain all mandatory signatures from the Deputy Commissioner of the Division of Capital Planning and Operations, and the Attorney General of the Commonwealth in order to validate the lease.

The parties agree that at the expiration of the lease, the lease shall be renewed upon the same terms for an additional 99 (ninety-nine) years or that the PREMISES shall continue to be used for public park purposes in perpetuity.

The PREMISES shall be conveyed for a nominal consideration and in consideration of the improvement of the PREMISES for the Roxbury Heritage State Park.

The lease shall be executed on or before April 30, 1986 or such other extended time as is mutually agreed by the parties in writing. A notice of said lease will be recorded in the Suffolk County Registry of Deeds.

The BRA agrees that it will not take any action relative to any land abutting the premises which would interfere with the integrity of the project area for public open and recreational space after the Heritage State Park has been established, without prior consultation with the DEM.

Subsequent to the transference of interest in the PREMISES, DEM shall improve the same for use as an historical, recreational and cultural node of the Roxbury Heritage State Park including, but not limited to, educational and recreational programs, related to the ongoing operation of the Roxbury Heritage State Park Program.

DEM shall operate and maintain the PREMISES for the Roxbury Heritage State Park during the term of the lease.

In addition, the BRA agrees to support the transfer of real property interest in parcel 3440, known as "Jeep Jones Park", presently held by the City of Boston, Parks Division, to the DEM in conformance with the provisions of Article XCVII of the Articles of Amendment to the Constitution of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and sealed on this day of , 1986.

BOSTON REDEVELOPMENT AUTHORITY

Stephen T. Coyle, Director

DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

James Gutensohn, Commissioner

L E A S E

LEASE dated as of _____ between the Boston
Redevelopment Authority ("BRA"), pursuant to a vote of
dated _____, and the Commonwealth of Massachusetts, acting by and
through the Department of Environmental Management ("DEM"), with a usual
address at 100 Cambridge Street, Boston, Massachusetts, 02202.

Preliminary Statement

The BRA, and the Commonwealth of Massachusetts, through the DEM, have
entered into a Memorandum of Understanding ("MOU") which sets forth the
respective intentions of the parties for the land described herein and the
general development of the Roxbury Heritage State Park.

The BRA holds legal title to the subject properties.

The BRA desires to lease to DEM said properties for purposes of the
Roxbury Heritage State Park, in accordance with the terms and conditions set
forth hereunder.

It is THEREFORE AGREED AS FOLLOWS:

1. Lease. BRA hereby leases to DEM and DEM hereby leases from BRA for \$1.00 and other good and valuable consideration, the property located within the boundaries of New Dudley, Roxbury and King Streets, being more particularly described in Exhibit A, attached hereto and incorporated herein by reference, together with all appurtenant rights thereto belonging. Said property shall hereinafter be referred to as the "PREMISES". The PREMISES shall be delivered free and clear of all tenancies, other interests, liens or encumbrances except as specified in Exhibit A. BRA shall deliver to DEM evidence of good and clear record and marketable title to the PREMISES prior to the execution of this Lease.
2. Use. The PREMISES shall be used for an historical, recreational and cultural node of the Roxbury Heritage State Park; including, but not limited to, educational and recreational programs, related to the ongoing operation of the Roxbury Heritage State Park Program.
3. Term. The term of possession shall commence upon notice to the DEM of execution of this lease by both parties and shall continue for 99 years thereafter. The lease shall be renewable for a second 99-year term upon the written agreement of the parties.
4. Liability. DEM shall assume exclusive control of the PREMISES and all tort liabilities incident to the control or leasing thereof, to the extent permitted by law. BRA shall not be liable to DEM or any of its agents, employees, guests or invitees on account of any loss, damage or injury suffered by any of them due to any failure or defect in the PREMISES.

5. Utilities. DEM shall be responsible for the costs of all utilities consumed in connection with the PREMISES including, without limitation, all costs of water, sewer and electricity.
6. Maintenance, Repair and Replacement.
 - 6.1 DEM shall be responsible for reasonable maintenance and repair of the PREMISES. *+ Security.*
 - 6.2 DEM shall have the right, but not the obligation, to make such alterations, additions and improvements to the PREMISES, which are consistent with the use described in paragraph 2 above, as it deems necessary or desirable.
7. Eminent Domain. If all or a portion of the PREMISES are taken by exercise of the power of eminent domain or condemnation, this Lease shall terminate with respect to the portion of the PREMISES so taken and all awards for such taking be allocated between BRA and DEM in direct proportion to the value of their interests.
8. Damage by Fire or Other Casualty. In the event that all or a portion of the PREMISES are damaged or destroyed by fire or other casualty, DEM shall have the right to remain in possession and to restore the damaged portions of the PREMISES as nearly as possible to the condition they were prior to such loss or to use or improve for public park purposes in connection with the Roxbury Heritage State Park.
9. Assignment/Sublet. DEM shall not assign nor sublet any part or the whole of the PREMISES, nor use the PREMISES nor permit the use of the PREMISES for other than the purpose described in paragraph 2 of this lease without first obtaining the written assent of the BRA.

10. Default. If DEM shall fail to comply with any lawful term, condition, covenant, obligation or agreement expressed herein within thirty (30) days after written notice by BRA to DEM specifying such non-compliance, or if by the nature of such default more than thirty (30) days shall be required to cure the same, if such curative action is not commenced within thirty (30) days and diligently pursued thereafter until completed, including use for other than the purpose described in paragraph 2 of this lease and/or the failure to maintain the premises as stated herein; or in the event that DEM shall cease to exist as a conservation and recreational agency, notwithstanding any merger or change of name thereof, or if the PREMISES are abandoned by DEM, then in each such case, but only during the continuance of such default, non-existence or abandonment, and notwithstanding any license or waiver of any prior breach of any of the said terms, conditions, covenants obligations or agreements, BRA, without necessity or requirement of making any entry may (subject to DEM's rights under applicable law) terminate this lease by fourteen (14) days written notice to DEM to vacate said premises in case of any breach.

11. Waiver. The waiver of one breach of any term, condition, covenant, obligation or agreement of this lease shall not be considered to be a waiver of that or any other term, condition, covenant obligation or agreement or of any subsequent breach thereof.

12. Quiet Enjoyment. BRA agrees that upon DEM's performing and observing the agreements, conditions and other provisions on its part to be performed and observed, DEM shall and may peaceably and quietly have, hold and enjoy the PREMISES during the term of this lease without any

manner of hinderance or molestation from BRA or anyone claiming by or under BRA. DEM shall have the right to enforce this paragraph by written notice to BRA for breach of any covenant contained hereunder.

13. Superiority of Lease. This Lease shall be superior to and shall not be subordinated to any mortgage or other lien or encumbrance hereafter placed or allowed to be created by the BRA.
14. Severability. If any provision of this Lease shall be deemed invalid or unenforceable, the balance of this Lease shall remain in effect, and if any provision is deemed by any such court to be unenforceable because such provision is too broad in scope, such provision shall be construed to be limited in scope to the extent such court shall deem necessary to make it enforceable; and if any provision is deemed inapplicable by any such court to any person or circumstances, it shall nevertheless be construed to apply to all other persons and circumstances.
15. Integration. This Lease and the Memorandum of Understanding and the documents referred to therein contain a complete statement of all representations, warranties, covenants and agreements by and between the parties with respect to the PREMISES and cannot be changed or terminated orally.
16. Successors. This Lease shall be binding upon and inure to the benefit of the parties hereto, their successors, legal representatives and assigns.
17. Governing Law; Effect. This Lease shall be governed by and construed in accordance with the substantive law of the Commonwealth of Massachusetts and shall have the effect of a sealed instrument.

18. Notice. Any notice, approval, consent or other communication under this Lease shall be in writing and shall be considered given when delivered personally or mailed by registered or certified mail, return receipt requested, to the parties at the addresses indicated below (or at such other addresses as the parties may specify by notice to the others pursuant hereto).

(a) If to BRA, to it at:

Director
Boston Redevelopment Authority
One City Hall Plaza
Boston, MA 02201

(b) If to DEM, to it at:

Office of the Commissioner
Department of Environmental Management
100 Cambridge Street
Boston, MA 02202

(c) In the case of DEM with copies to:

Division Counsel
Department of Environmental Management
Division of Planning and Development
225 Friend St.
Boston, MA 02214

(d) General Counsel
Division of Capital Planning and Operations
One Ashburton Place - Room 1512
Boston, MA 02108

WITNESS the execution hereof under seal on the day and year first above written.

BOSTON REDEVELOPMENT AUTHORITY

Stephen Coyle, Director

Approved as to Form:

DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

Assistant Attorney General

By: _____
James Gutensohn, Commissioner

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

, 1986

Then personally appeared the above-named Stephen Coyle and acknowledged the foregoing to be the free act and deed of the Boston Redevelopment Authority, before me.

Notary Public

My commission expires: _____

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

, 1986

Then personally appeared the above-named James Gutensohn and acknowledged the foregoing to be the free act and deed of Department of Environmental Management, before me.

Notary Public

My commission expires: _____

Tunney Lee, Deputy Commissioner
Division of Capital Planning and
Operations

EXHIBIT A

(Metes and bounds of subject parcels, or other specific parcel description.)



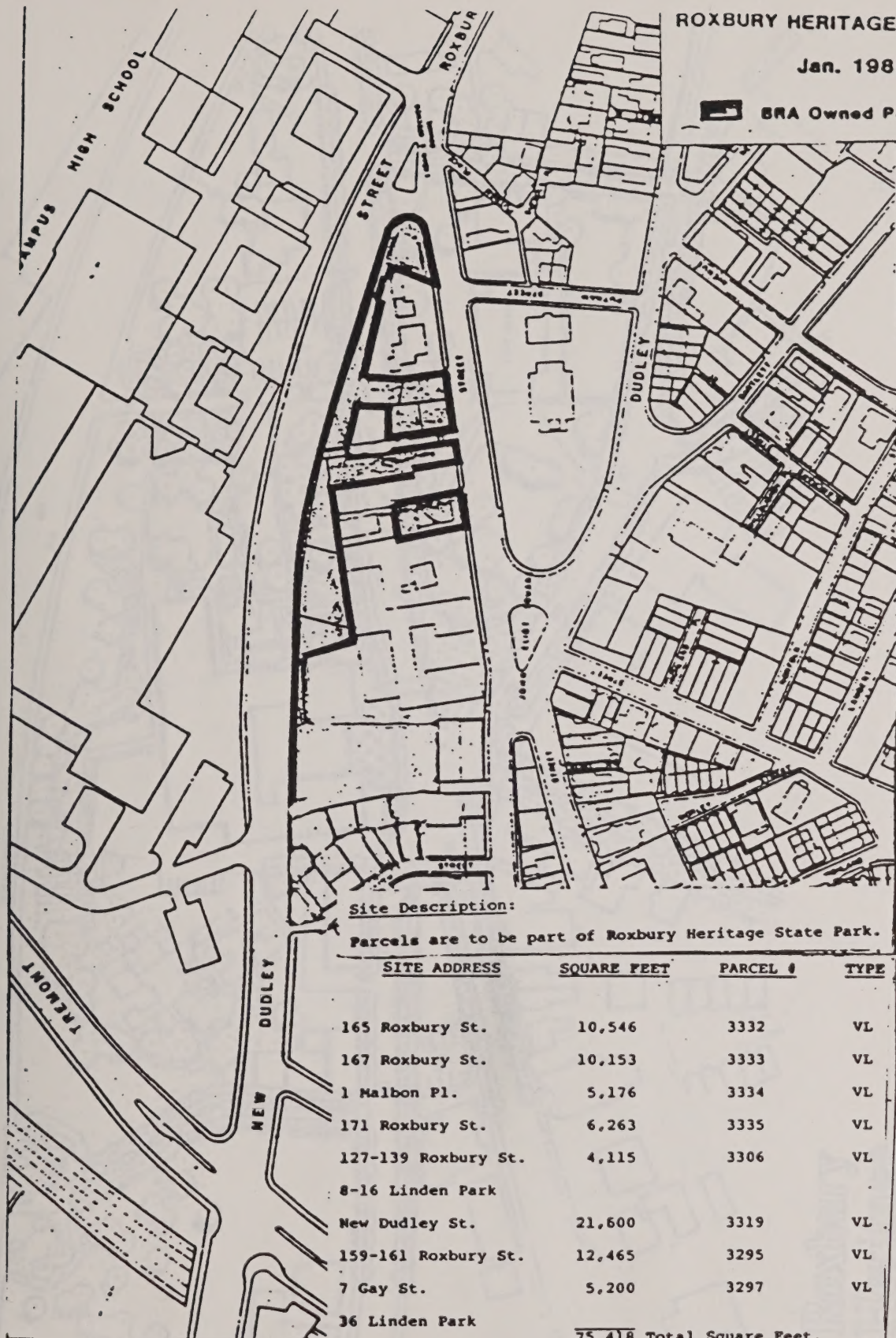
TABLE 1. METES AND BOUNDS OF SUBJECT PARCELS.

PARCEL NO.	ACRES	SQ. FT.	FRONTAGE
101	1.25	53,910	120
102	1.25	53,910	120
103	1.25	53,910	120
104	1.25	53,910	120
105	1.25	53,910	120
106	1.25	53,910	120
107	1.25	53,910	120
108	1.25	53,910	120
109	1.25	53,910	120
110	1.25	53,910	120
111	1.25	53,910	120
112	1.25	53,910	120
113	1.25	53,910	120
114	1.25	53,910	120
115	1.25	53,910	120
116	1.25	53,910	120
117	1.25	53,910	120
118	1.25	53,910	120
119	1.25	53,910	120
120	1.25	53,910	120

ROXBURY HERITAGE STATE PARK

Jan. 1985

 BRA Owned Parcels

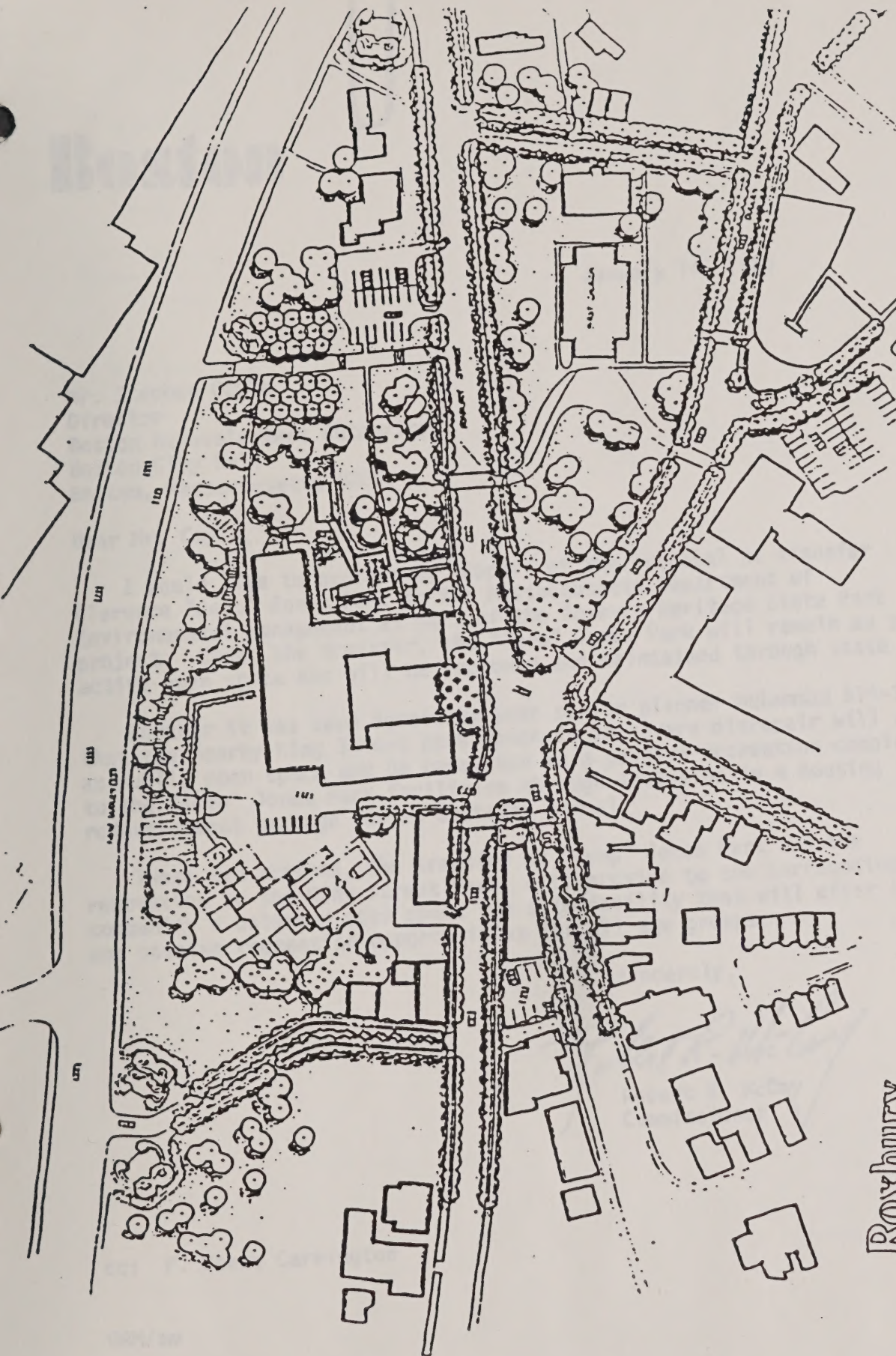


<u>SITE ADDRESS</u>	<u>SQUARE FEET</u>	<u>PARCEL #</u>	<u>TYPE</u>
165 Roxbury St.	10,546	3332	VL
167 Roxbury St.	10,153	3333	VL
1 Malbon Pl.	5,176	3334	VL
171 Roxbury St.	6,263	3335	VL
127-139 Roxbury St.	4,115	3306	VL
8-16 Linden Park			
New Dudley St.	21,600	3319	VL
159-161 Roxbury St.	12,465	3295	VL
7 Gay St.	5,200	3297	VL
36 Linden Park			
75,418 Total Square Feet.			

CITY PROPERTY TRANSFERRED TO BRA

<u>SITE ADDRESS</u>	<u>SQUARE FEET</u>	<u>PARCEL#</u>	<u>TYPE</u>
167 Roxbury Street	10,153	3333	VL
1 Malbon Place	5,175	3334	VL
	15,328		

90,736 Total Square Feet



Roxbury
Heritage
State Park
John Eliot Square

6/83

Boston

January 14, 1986

Mr. Stephen Coyle
Director
Boston Redevelopment Authority
Boston City Hall
Boston, Massachusetts 02201

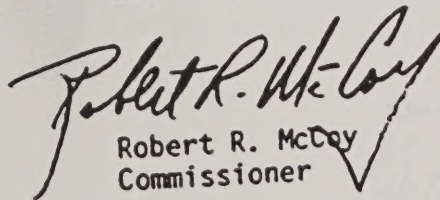
Dear Mr. Coyle,

I would like to express my support of the proposal to transfer Clarence "Jeep" Jones Park to the Massachusetts Department of Environmental Management as part of the Roxbury Heritage State Park project. Under the transfer, the "Jeep" Jones Park will remain as public active open space and will be improved and maintained through state funds.

Further it has been agreed by your senior planner Muhammad Ali-Salaam that the nearby King Street park which is in severe disrepair will remain as public open space and be renovated as a passive recreation complement to the "Jeep" Jones Park facilities through inclusion in a housing redevelopment package for an abutting parcel.

These two actions, the transfer of "Jeep" Jones Park and the renovation to the King Street Park, will provide to the surrounding community a balanced open space two site facility that will offer active and passive recreation opportunities for all age groups.

Sincerely,


Robert R. McCoy
Commissioner

cc: P. Weems Carrington

RRM/am



Raymond L. Flynn, Mayor/PARKS AND RECREATION DEPARTMENT/Boston City Hall/City Hall Plaza 02201



City of Boston
The Environment
Department

Boston City Hall-Room 805
Boston, Massachusetts 02201
617-725-4416 or 725-3850

Stephen Coyle
Director
Boston Redevelopment Authority
Boston City Hall-9th Floor
Boston MA 02201

Dear Mr. Coyle,

The Boston Conservation Commission is pleased to offer support of the Roxbury Heritage State Park System. The Commission is concerned with the preservation of open space within the City of Boston. The proposal before the Board of Directors, if approved, would allow the Roxbury Heritage Park System to preserve a valuable Urban Wild Site as part of the master plan for the John Eliot Square. The key to the success for this proposal is the provision for long term maintenance an essential element for enjoyment of our open spaces. Therefore, the Commission urges the BRA to approve of an agreement that would allow the Roxbury Heritage State Park System to preserve Urban Wilds #10.01 in a natural condition and provide maintenance to the site for the benefit of all.

Sincerely,

Kevin Kilduff
Executive Secretary
Boston Conservation
Commission

Clarence E. Dilday
16 Morley Street
Boston, Massachusetts 02119

Attorney At Law

(617) 427-7357

January 14, 1986

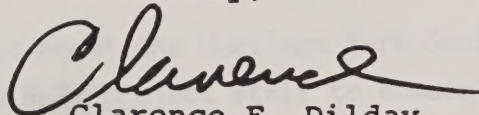
Stephen Coyle, Director
Boston Redevelopment Authority
One City Hall Plaza
Boston, MA

Re: Roxbury Heritage State Park

Dear Steve:

I am writing this letter in support of the requested transfer of certain Eliot Square parcels to the Department of Environmental Management. The subject parcels are vital to the development of the Roxbury Heritage State Park, which will enhance one of Boston's most historic neighborhoods. As a resident of the area I look forward to the park's successful completion, which is dependant upon the acquisition of the parcels. This development is in keeping with Mayor Flynn's neighborhood focus, and I strongly urge your co-operation in this important task.

Sincerely,



Clarence E. Dilday
Chairperson, Roxbury
Heritage State Park
Advisory Committee

CED/egs

Roxbury Highlands Neighborhood Association, Inc.



Serving the Roxbury Highlands/Fort Hill/Highland Park Community

January 15, 1986

Ms. Patricia Weems-Carrington, Project Director
Roxbury Heritage State Park
c/o The Department of Environmental Management
225 Friend Street
Boston, MA 02114

Dear Ms. Weems-Carrington:

We the members of the Joint Development Committee want to thank you for meeting with us on January 10, 1986 to discuss the merger of certain properties located in our community, into RHSP project specifications for John Eliot Square.

The committee is generally enthusiastic about the Heritage Park designs for the Square and supports the efforts of the RHSP project staff to ensure proper open space management of the area through acquisition of these properties. As we understand it, the land under consideration is currently held by the Boston Redevelopment Authority and involves vacant lots only (reference: yellow-shaded properties on RHSP maps for John Eliot Square). We have been assured that this acquisition involves no displacement of residents, nor will any structures be removed or torn down.

We feel that RHSP acquisition of these properties benefits this community in several ways, particularly since these properties have suffered from neglect for quite some time. They have become eyesores, littered with refuse and are also a haven for the burning of abandoned cars. RHSP management of this land offers the prospect of perpetual supervision, landscaping and beautification, and will add to the gateway concept of the Park's designs for this historic community.

It is also in keeping with the Joint Development Committee's strategy for enhancing the overall residential nature of this neighborhood through thoughtfully controlled development and a well-balanced ratio between open space and density.

It is our hope that the Roxbury Heritage State Park project staff and residents of this community will continue to enjoy a lasting cooperative relationship, which can only benefit our mutual interests in this historic community, now and for the future.

Sincerely,

Beth Deare

Beth Deare, Co-Chairperson
Joint Development Committee

Walter Krueckl

Walter Krueckl, Co-Chairperson
Joint Development Committee

cc: Mr. Clarence Dilday
Rev. Thomas Payne
Mr. Muhammad Ali-Salaam
Mr. Larry Brophy

MEMORANDUM

APRIL 17, 1986

TO: BOSTON REDEVELOPMENT AUTHORITY
AND STEPHEN COYLE, DIRECTOR

FROM: RICARDO A. MILLETT, ASSISTANT DIRECTOR OF
COMMUNITY PLANNING & DEVELOPMENT
MUHAMMAD ALI-SALAAM, SENIOR PLANNER
LEON JACKLIN, PROJECT COORDINATOR,
ROXBURY HERITAGE STATE PARK

SUBJECT: REQUEST AUTHORIZATION TO EXECUTE A MUTUAL COOPERATION
AND LEASE AGREEMENT WITH DEPARTMENT OF ENVIRONMENTAL
MANAGEMENT (DEM) FOR THE DEVELOPMENT AND MAINTENANCE
OF THE ROXBURY HERITAGE STATE PARK (RHSP)

The purpose for this submission is to enter into a mutual cooperation and lease agreement with the Department of Environmental Management (DEM) of the Commonwealth of Massachusetts which would devote various authority-owned vacant parcels for the development and maintenance of a Roxbury Heritage State Park (RHSP) (hereinafter referred to as the Park) for a term of 99 years and located in the Eliot Square section of Roxbury, Massachusetts.

The Authority-owned parcels consist of 75,418 square feet of land and are located within the boundaries of New Dudley Street, Roxbury Street and King Street (see Exhibit A, attached map). These parcels were acquired by the Boston Redevelopment Authority for the Campus High School Urban Renewal Project R-129. The parcels are currently vacant and the open space proposal for the RHSP Plan is consistent with the Urban Renewal Plan for the Campus High School Project.

The RHSP was funded in July, 1984 for 4.6 million dollars, at which time Governor Dukakis appointed 17-member Advisory Board to work with DEM in planning the Park. The objective is to provide a quality recreational and open space facility to celebrate the cultural history of the Roxbury community and to stimulate economic development. The Authority's staff has provided considerable design analysis of the site and supports the contextual landscape plan as approved by the Heritage Park Advisory Committee (see Exhibit B).

On December 10, 1985, the DEM requested the BRA's assistance in assembling various parcels in both Eliot Square (Phase I) and at the intersection of Melnea Cass Boulevard and Washington Street, known as Parcel 8 (Phase II) ultimately disposing to the state for the establishment of their State Park program. In order for Phase I to proceed as scheduled, DEM stated that they needed to demonstrate site control by April, 1986.

The Eliot Square portion of their plan (Phase I) has a number of BRA-owned parcels along with City-owned parcels including the Dillaway Thomas House which is under the control of the City Public Facilities Department. Disposition of BRA-owned parcels will be done incrementally and in a manner deemed by the Director.

This development phase of the Park has \$1.25 million budgeted for the restoration of the Dillaway Thomas House and the redevelopment of John Eliot Square which includes landscaping, a parking area, pedestrian access and park informational signs.

In furtherance of their plans, it is requested that parcels that are owned by the BRA and shown and listed on the attached map be leased to the DEM. With this agreement, the Authority would be allowing for the development and maintenance of the RHSP.

An appropriate vote follows:

VOTED: That the Director is hereby authorized to enter into a mutual cooperation and lease agreement with the Commonwealth of Massachusetts acting by and through the Department of Environmental Management. Said Lease to be for the consideration of one dollar per year and said Leasee's agreement to assume all maintenance expenses and responsibility for compliance with all municipal codes and ordinance, to provide an idemnification clause saving the Authority as co-insured, and other such items and conditions as the Director deems proper in the best interests of the Authority.

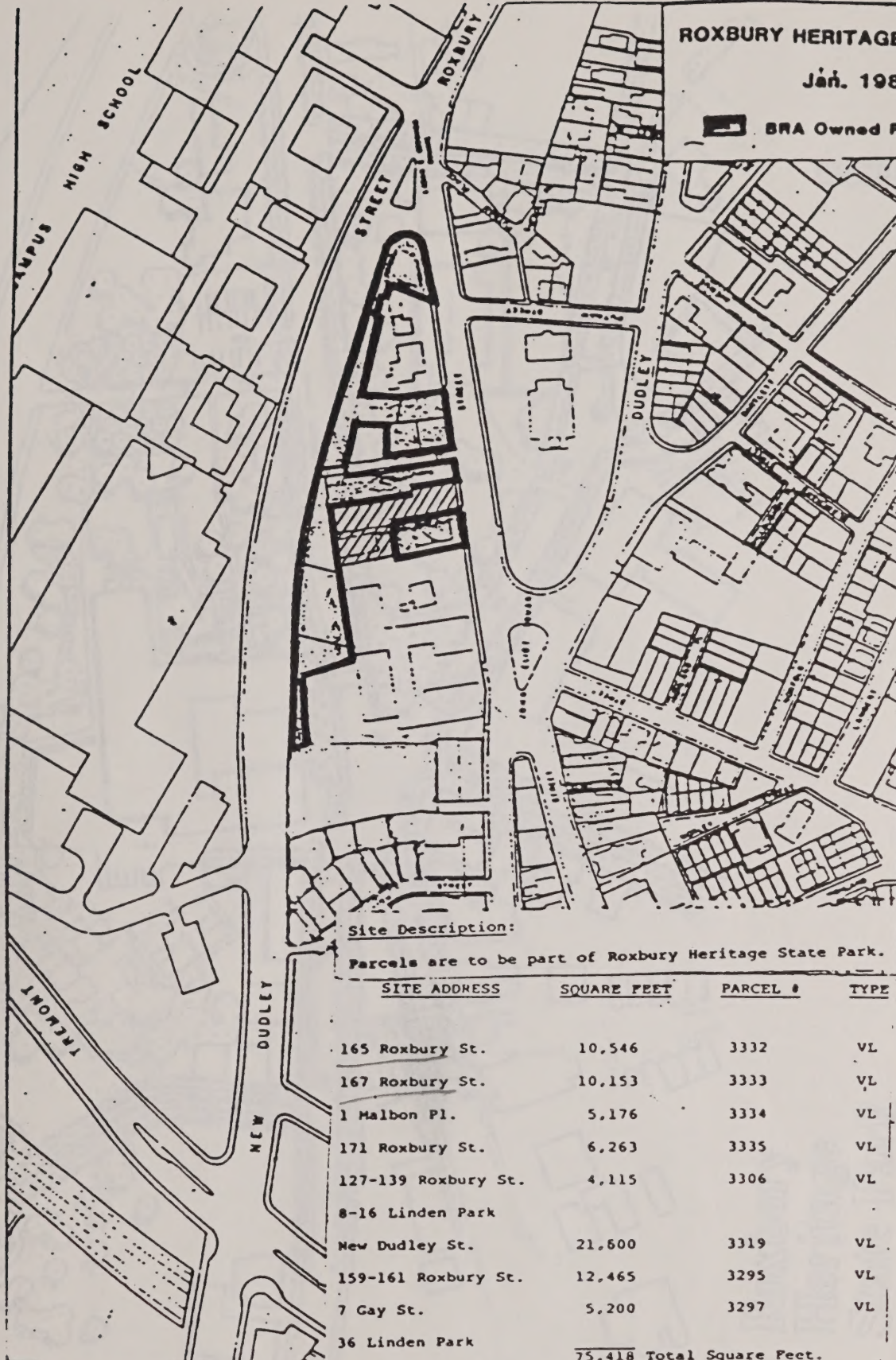
ROXBURY HERITAGE STATE PARK

Jan. 1985



BRA Owned Parcels

EXHIBIT A



CITY PROPERTY TRANSFERRED TO BRA



SITE ADDRESS	SQUARE FEET	PARCEL#	TYPE
167 Roxbury Street	10,153	3333	VL
1 Malbon Place	5,175	3334	VL
	15,328		
90,746 Total Square Feet			

EXHIBIT B

Roxbury
Heritage
State Park
John Eliot Square

6/85





Commonwealth of Massachusetts
Executive Office of Environmental Affairs
Department of Environmental Management

April 14, 1986

100 Cambridge Street
Boston
Massachusetts
02202

Mr. Steven Coyle, Director
Boston Redevelopment Authority
City Hall
One City Hall Plaza
Boston, MA 02201

Office of the
Commissioner

Dear Mr. Coyle:

SUBJECT: Roxbury Heritage State Park
John Eliot Square land transfer

For the past several months our staffs have been collaborating to structure an interagency agreement between DEM and the Boston Redevelopment Authority that would allow specific publicly owned parcels in John Eliot Square to be revitalized and managed as part of the Roxbury Heritage State Park program (RHSP). (See attached Exhibit A) These parcels directly abut the historic Dillaway-Thomas House. As you may know, the Boston Public Facilities Department has recently consented to allow DEM to restore and manage the House as a primary Park node for the RHSP program under the terms of a 99-year lease. Together, both land and building would provide Roxbury residents with an enhanced passive and active recreational open space and the RHSP a major program site.

Our discussions with your staff have been directed toward concluding a Memorandum of Agreement and a Lease Agreement relative to these parcels. The documents (M.O.U. and Lease) provide for the BRA to transfer control of the sites in question to the DEM, for a renewable period of 99 years. This term, and the other lease provisions are comparable to the PFD Dillaway-Thomas lease. For its part, DEM is prepared to expend one million of its 4.6 million dollar capital improvement budget on an array of landscape improvements on these parcels, including but not limited to grading, planting, paving, and site furnishings. Additionally, like all other State Heritage Parks, DEM's commitment to the community extends beyond its initial investment of capital improvement dollars to on-going maintenance and programming. We plan to deploy full-time staff located in the immediately abutting Dillaway-Thomas Center for both maintenance and educational/recreational programming. RHSP operating staff will be able to negotiate maintenance strategies and where appropriate agreements, that will support the physical enhancement of businesses, churches and schools throughout John Eliot Square.

Michael S. Dukakis
Governor

James S. Hoyte
Secretary

James Gutensohn
Commissioner

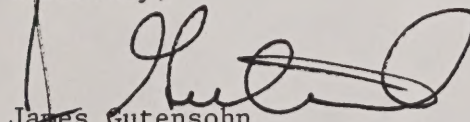
The conceptual design for John Eliot Square landscape improvements are the result of a year long process involving Roxbury Heritage Park Advisory Committee members, community groups, and city agencies' personnel.

In anticipation of obtaining site control, DEM has begun mobilizing in-house personnel this summer to clean and clear the site of debris and large failing trees and shrubbery. Plans are also being finalized to operate small scale outdoor programming from the site.

At the same time, DEM will proceed with the final stages of design for permanent landscape improvements which will specify costs, and indicate a timetable for construction.

To date, we have greatly appreciated all your staff's efforts on this project, but would like to commend the professionalism of Muhammed Ali-Salaam, Senior Planner, and Leon Jacklin, Project Coordinator. We look forward to continuing to work positively, collaboratively and productively to realize a Heritage State Park program for Roxbury residents.

Sincerely,



James Gutensohn
Commissioner

JG/jlp

cc: Ricardo Millett,
Asst. Director of Community Planning and
Development, BRA
Muhammed Ali-Salaam, Senior Planner, BRA
Leon Jacklin, Project Manager, BRA
Robert Kumor, Deputy Commissioner, DEM
Chris Greene, Chief Planner, DEM
Patricia Weems-Carrington, Project Manager,
RHSP, DEM
Alden Raines, Director, Governor's Office
of Economic Development

